IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 1179 OF 1994

Navrang Cine Centre Pvt. Ltd. ... . Petitioner.

Versus

The Municipal Corporation of Greater Bombay and Others. ... . Respondents.

Mr. A. L. Patki for the Petitioner.

Mrs. P. A. Purandare for the Respondents.

CORAM : SWATANTER KUMAR, C.J. &

S.C.DHARMADHIKARI, J.

DATE : 25TH APRIL, 2007.

P.C.:

Heard learned Counsel appearing for both the parties.

2. This writ petition can be disposed of by consented terms. The agreed terms are:-

(i) The petitioner has already paid a sum of

Rs.4,00,000/- on account in terms of the interim order and till final adjudication the interim order shall continue as the petitioner has already complied with the condition of the deposit amount.

(ii) The petitioner would appear before the Assessor and Collector of the Corporation on 15th May, 2007. The petitioner shall furnish complete details of the payments, with copy of the receipt, to the said Authority, who in turn will hear the petitioner on the question of penalty as well as water / sewerage charges to be paid by the petitioner. Whereupon, a speaking order will be passed by the said Authority. However, the demand made therein shall not be enforced for a period of two weeks from the date of passing of the order.

3. It is clarified that the amount already paid by the petitioner under the order of the Court will be accounted for. The demand so raised shall be paid by the petitioner within fifteen days or take such steps as may be available to him in law. However, the interim protection granted in this order

shall cease to operate after the lapse of two weeks from the date of passing of the order by the said Authority.

4. The terms afore mentioned, we find, are fair and equitable and we dispose of the writ petition in terms thereof.

5. Both the parties to bear their own costs.

Sd/-

CHIEF JUSTICE

Sd/-

S. C. DHARMADHIKARI, J.